

CITY COUNCIL

Public Works Committee

Monday, May 16, 2011

Agenda

5:00 p.m.

Committee Members: M. Goodman-Hinnershitz Chair, D. Sterner, S. Marmarou

Although Council committee meetings are open to the public, public comment is not permitted. However, citizens are encouraged to attend and observe the committee meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the Committee Chair.

I. Buttonwood Gateway Area – Develop Integrated Plan

II. Memorandum of Understanding – Reading Beautification

III. Memorandum of Understanding – Drenkel Field

III. Update Recreation Commission

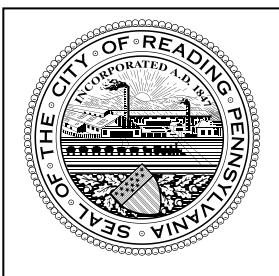
IV. Traffic Issues

- Request for Stop Sign at S 17th and Haak Sts
- Request for Traffic Signal at 5th and Bingaman
- Removal of multiple cross walks at College Ave & Bern St (Albright)

Follow-up Issues:

- Stormwater Utility
- Former Police Academy Building
- Establish and Enforce a Utility Cut Program (PW 15)
- Fleet Maintenance Contract with Neighboring Municipalities (PW 03)
- Inventory of Lease Agreements (PW11)
- Seek Sponsorships for parks and park maintenance
- Capital Repairs to Library

- **Managing all street lights**



CITY COUNCIL

Public Works Committee

***Monday, April 18, 2011
Meeting Report***

Committee Members Attending: S. Marmarou, D. Sterner, M. Goodman-Hinnershitz Chair

Others Attending: S. Katzenmoyer, F. Denbowski

The Public Works Committee meeting was called to order at 5:48 pm.

Buttonwood Gateway Area – Develop Integrated Plan

Ms. Goodman-Hinnershitz stated that a site visit was made several weeks ago. She stated that an integrated plan is needed. Mr. Denbowski stated that he has spoken with Mr. Geffken and Mr. Zolna about this area. He stated that there are several options and he will be speaking with Mr. Waltman. Mr. Denbowski stated that this area will be included in the Great American Clean Up as it needs to be cleaned. He noted that there is not a strong community presence as there are few residents. He noted the possibility of placing illegal dumping cameras in the area and hiring a contractor to perform a clean up.

Mr. Marmarou stated that this area has been neglected for many years and that this is a result of that neglect. He suggested that the streets be blocked to prevent large vehicles from having access to this area to help alleviate dumping. He expressed his belief that cameras will be destroyed and be ineffective.

Mr. Sterner questioned the location of this area. Ms. Goodman-Hinnershitz stated that it is the area off the Buttonwood St Bridge behind Sun Rich Foods.

Mr. Marmarou suggested that the boats, trucks and cars be towed away immediately.

Ms. Goodman-Hinnershitz stated that the plan should include three major issues – abandoned vehicles, quality of life ticketing, and illegal dumping – and appropriate action steps.

Mr. Marmarou stated that much of the property is owned by the City or County.

Ms. Goodman-Hinnershitz requested that the plan be put in writing and include timelines. She suggested that cameras be placed along the railroad tracks as a starting point. Mr. Marmarou suggested using the portable cameras and to relocate them frequently. Mr. Denbowski stated that he would request the Police Department monitor the cameras as there are also drug problems in this area. He agreed that access to the streets should be blocked to vehicles.

Mr. Marmarou noted that the City will get no cooperation from Norfolk Southern. Mr. Denbowski stated that Norfolk Southern has offered to pay to have the items removed but that they do not provide the labor to collect it.

Ms. Goodman-Hinnershitz expressed her belief that much of the dumping is being performed by a hauler who collects fees for removal but dumps at this location to avoid paying tipping fees at a landfill.

Ms. Goodman-Hinnershitz suggested that the neighbors be notified and suggested that they call the City to report dumping issues.

Mr. Sterner questioned the use of volunteers to clean this area. Mr. Denbowski stated that this is dangerous terrain and would require the use of large equipment. He stated that a contractor should be used.

Ms. Goodman-Hinnershitz requested that this topic remain on the agenda and a draft plan be reviewed at next months meeting.

Memorandum of Understanding – Reading Beautification Inc

Ms. Goodman-Hinnershitz questioned if the solicitor has reviewed this agreement. Mr. Denbowski stated that he had and that there were no issues.

Ms. Goodman-Hinnershitz noted her concern that the executive director would receive free parking as employees are now asked to pay for parking. *Note: the executive director pays the employee rate and parks in the Poplar and Walnut parking garage.*

Mr. Sterner agreed with Ms. Goodman-Hinnershitz.

Ms. Goodman-Hinnershitz stated that she was not comfortable confirming this agreement at this time.

Mr. Denbowski stated that there is no term to the agreement as historically, the City has always provided space to RBI at no cost.

Ms. Goodman-Hinnershitz requested that a term be added to the agreement. She also requested that the free parking and computer access be eliminated from the agreement. She requested further review at next months meeting.

Recreation Commission Update

Mr. Denbowski stated that this agreement is a first draft which has come from meetings of the work group of City and School District representatives. He stated that the financial contribution of each party is currently being discussed. He stated that the City contribution as stated in the agreement (\$650,000) is the City's current level of funding for recreation. He stated that the agreement is for a term of five years in which the City is committed to that level of funding. He stated that the School District will be making a per student contribution.

Mr. Marmarou questioned if the costs and expenses have been analyzed. He noted the financial issues facing the City and the School District.

Ms. Hoag joined the meeting at this time.

Mr. Denbowski stated that recreation programs all benefit the same students. He stated that the City and School District will also be making in-kind contributions. He noted that the goal of the Commission is to become self-sustaining and decrease the City's contribution over time.

Ms. Goodman-Hinnershitz stated that she had two concerns. She stated that maintenance will continue to be performed by both entities at their facilities. She noted the need to define maintenance and for both parties to be consistent. She also noted that the current employees and their possible transfer to Commission employees needs to be closely examined. Mr. Denbowski stated that the Commission will make the ultimate decision about the employees. He stated that he has also been having conversations with the Recreation employees who suggested that a Public Works maintenance worker become part of the Commission to better address maintenance concerns at recreation locations.

Mr. Sterner questioned how the \$650,000 City contribution was determined. Mr. Denbowski stated that this would be for a five year time period. He stated that this would keep bare bones programs running and would restore the City's playground programs. He stated that the School District is considering using their security officers to patrol parks and recreation facilities during summer months. He also explained that this would help cover personnel expenses for two full time employees and the part time employees needed to run the programs.

Mr. Marmarou questioned the revenue of the Recreation division. Mr. Denbowski stated that Schlegel pool breaks even and that the tennis program is now self-sustaining.

Ms. Goodman-Hinnershitz stated that the City cannot abandon its programs or its facilities. She expressed the belief that this is the best approach.

Mr. Denbowski questioned the timeline for the enactment of the Commission. Ms. Goodman-Hinnershitz stated that she would like to see the Commission operational in July.

Ms. Goodman-Hinnershitz questioned if this agreement has been reviewed by the Act 47 Coordinator. Mr. Denbowski stated that it was not but that he will discuss it at the next implementation meeting.

Traffic Issues

- Request for Stop Sign at S 17th & Haak Sts

Ms. Goodman-Hinnershitz stated that this request was received from the PTO at 16th & Haak Elementary School. Ms. Hoag stated that a traffic study is needed. She stated that the cost of the study would be \$1,500 and a sponsor would be needed.

Ms. Katzenmoyer described the many problems at this intersection.

Ms. Goodman-Hinnershitz suggested that this intersection be discussed at the next safety meeting with the School District.

Ms. Hoag stated that stopping on the steep hill of S 17th St may cause issues in bad weather.

Ms. Goodman-Hinnershitz stated that she will discuss this issue with the principal at 16th & Haak Elementary.

Mr. Jones and Mr. Acosta arrived at this time.

Mr. Jones stated that Spotts, Stevens, McCoy studied this area in the past. He stated that resident concerns of speeding were not documented to be an issue.

- Request for Traffic Signal at S 5th & Bingaman Sts

Mr. Jones stated that flashing pedestrian crossing signs have been approved but it is unknown if the City has the \$50,000 needed to pay for the installation. Mr. Acosta stated that he will be contacting Representative Caltagirone to request funding. Mr. Jones stated that Representative Caltagirone has requested information which he has provided.

Mr. Sterner questioned if this flashing warning signal would satisfy the neighborhood. Mr. Acosta stated that it would. He stated that it is very clear that this intersection will not get a traffic signal.

Mr. Jones stated that lines will be painted and lime green pedestrian crossing signs will be placed in the school zone.

- Removal of Multiple Crosswalks at College Ave & Bern St (Albright)

Mr. Jones stated that a meeting on this issue will be held tomorrow.

Mr. Marmarou stated that Albright has been unresponsive to the request to remove the crosswalks for a year. Mr. Jones agreed stating that a meeting was held last summer but that no action was taken by Albright. He stated that the current locations of the crosswalks are unsafe. He stated that some crosswalks will be allowed to stay and the rest will be removed.

Ms. Goodman-Hinnershitz stated that there are now pedestrian crossing signs in the 600 block of Penn St which remain 24 hours a day. Mr. Jones stated that they should be taken down each evening.

Ms. Goodman-Hinnershitz questioned who would take them down. Mr. Jones stated that the party who put them up should remove them daily.

Stormwater Permitting and the Wyomissing Creek Watershed

Ms. Hoag stated that there are eight municipalities who are in this watershed. She stated that

DEP has been informed by EPA that there are new discharge regulations and that one item which concerns the City is the amount of sediment allowed. The municipalities would like to work together on the issues even though they will each need to submit separate permit applications to DEP. She stated that they would like to form a Watershed Association and have been working with the County Conservation District. The municipalities have collected current samples to compare the current status of the creek with the historical data of the creek. Ms. Hoag explained that the Wyomissing Creek has been classified as an exceptional value stream and that plans to control discharge into the creek must be developed in a way that will improve the quality of the creek and remove problem areas.

Mr. Sterner questioned what other municipalities are doing on this issue. Ms. Hoag stated that Reading is the largest municipality of the eight affected.

Mr. Marmarou questioned where the creek begins. Ms. Hoag explained that the creek is contained entirely in Berks County and begins in Brecknock Township. She stated that the historical data being used by EPA and DEP is from 1984 and many changes have occurred since that time.

Ms. Goodman-Hinnershitz questioned action needed by Council. Ms. Hoag stated that she wanted to give Council an update on the issue and stated that a representative to the Watershed Association will need to be appointed. She stated that she will be serving in this role.

Water and UGI Project Completion (Cotton St and 11th St)

Ms. Goodman-Hinnershitz stated that the Water Authority project on Cotton St has been complete for some time. She stated that the current construction is a UGI project. She stated that UGI has placed meters in front of the homes. She stated that she has contacted Representative Caltagirone about this issue as UGI is a public utility. She stated that resident sidewalks and the street have been destroyed. She expressed her belief that the meters on the fronts of these properties pose public safety issues. Mr. Jones stated that the City does not prohibit the meters in the front of the property. However, he stated that he does not like that location.

Ms. Goodman-Hinnershitz questioned the safety of placing the meters so close to the street. Mr. Jones stated that there is potential for problems if the meter is hit by a vehicle and that they are also a trip and fall hazard. Ms. Hoag suggested that the meters have safety features.

Ms. Goodman-Hinnershitz stated that she will be holding a community meeting in the near

future.

Mr. Sterner stated that UGI should attend the community meeting and describe the safety features to residents.

Ms. Goodman-Hinnershitz stated that several residents have refused to allow UGI to install the new meters as they feel they will affect their property value. They also affect their use of their front porches and sidewalks.

Mr. Jones stated that he has been in contact with UGI. He stated that they will be repairing, milling, and repaving one side of the street. Ms. Katzenmoyer questioned if two way traffic would be maintained during construction and how this may affect resident parking.

Ms. Goodman-Hinnershitz questioned when the street repairs would begin. Mr. Jones stated that they would begin within the next several weeks.

Ms. Goodman-Hinnershitz questioned who would need to repair the sidewalks. Mr. Jones stated that UGI would be responsible to repair any sidewalk they disturbed.

Ms. Goodman-Hinnershitz questioned recourse for residents whose sidewalks were not repaired satisfactorily. Mr. Jones suggested that residents call the Customer Service Center and log a complaint for Public Works to inspect.

Ms. Goodman-Hinnershitz suggested that one community leader contact the Customer Service Center and act as liaison. She questioned if this type of project would be occurring in other areas of the City. Mr. Jones stated that he was not aware of any other projects of this type. He stated that UGI will be replacing a gas main along Front St between Spring St and the stadium. He stated that the City will be repaving this street when the main is replaced.

Ms. Goodman-Hinnershitz stated that the Mayor has suggested that UGI cover the meters. She stated that they are very unsightly and will decrease property values.

2011 Budget Follow Up Items

- Consider managing current Met Ed street lights

Mr. Jones stated that he will be speaking with Met Ed about this issue. He stated that this is part of the Recovery Plan. Met Ed currently manages all street lights on wooden poles.

- \$1.5 million for repair work to the Library

Mr. Jones stated that grant applications are currently being submitted for this work. He stated that if funding needs to be included in the City's capital fund budget that the work must be weighed and prioritized with other items in the CIP.

- Seek sponsorships for parks and park maintenance

Mr. Sterner questioned if work was done on this issue. Mr. Jones stated that he did not know. Ms. Katzenmoyer explained her work on this issue as her Six Sigma green belt project. She stated that the team analyzed all City parks and playgrounds and submitted a list of possible partners to the Business Analyst. She stated that she is unsure of work done on the issue since the team's analysis.

Mr. Sterner suggested that Ms. Katzenmoyer follow up with the Business Analyst.

Mr. Marmarou suggested that the City contact businesses who sponsor ads in sports programs as potential partners.

Ms. Katzenmoyer explained that the next part of her Six Sigma work will be to analyze properties that the City maintains that are not parks or playgrounds but that take time away from Public Works employees who could be maintaining the parks and playgrounds.

The Public Works Committee adjourned at 6:57 pm.

Respectfully submitted by
Shelly Katzenmoyer, Deputy City Clerk

Memorandum of Understanding

Between

City of Reading
815 Washington Street
Reading, PA 19601-3615

And

Reading Beautification Inc
815 Washington St
Reading, PA 19601

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into by and between The City of Reading, hereinafter referred to as Party A, and RBI, hereinafter referred to as Party B.

A. PURPOSE:

The purpose of this MoU is to establish mutually acceptable guidelines for the terms of use for the office space at City Hall.

In lieu of a formal lease agreement, which both parties intend to pursue with involvement and approval of Council, Party A agrees to provide the necessary authorization, information, and access to the City to Party B for the purposes of allowing RBI to operate its corporate office at City Hall, 815 Washington St.

PARTY A

- Provide rooms with office furniture, telephone for RBI to operate during office hours.
- No part of this memorandum will conflict with any existing agreements.
- Failure to be in compliance will result in termination of the understanding.

PARTY B

- Supervise volunteers and staff to assist in operating the Great American Clean Up and Community Clean-Ups.
- RBI's use of the building during the evening or weekend's will be subject to prior approval by the Mayor's office.
- RBI will provide all necessary office supplies and program materials related to its operations.
- RBI will provide a certificate of insurance of \$1 million naming the "City of Reading" as co-insured.
- The City will have priority use of the facility.
- Failure to be in compliance will result in termination of this Understanding.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Party B or Party A from participating in similar activities with other public or private agencies, organizations, and individuals.

2. COMMENCEMENT/EXPIRATION/TERMINATION. This MoU takes effect upon the signature of the Party B and Party A and shall remain in effect until a formal lease agreement takes effect. This MoU may be extended or amended upon written request of either the Party B or Party A and the subsequent written concurrence of the other. Either the Party B or Party A may terminate this MoU with a 60-day written notice to the other.

3. RESPONSIBILITIES OF PARTIES. Party B and Party A and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Party B Project Contact

Nigel Walker

Executive Director of RBI

Party A Project Contact

Thomas McMahon

Mayor

Phone: 610-655-6335

Phone: 610-655-6234

5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MoU shall obligate either the Party B or Party A to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Party B and Party A will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

6. AUTHORIZED REPRESENTATIVES. By signature below, Party A and Party B certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

Party A

Party B

X

X

DATE:

DATE:

Memorandum of Understanding

Between

City of Reading
815 Washington Street
Reading, PA 19601-3615

And

Flying Dutchmen Aeromodlers
509 Jefferson St
Reading, PA 19605

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into by and between The City of Reading, hereinafter referred to as Party A, and Flying Dutchmen Aero, hereinafter referred to as Party B.

A. PURPOSE:

The purpose of this MoU is to establish mutually acceptable guidelines for the terms of use of Drenkel Field.

In lieu of a formal lease agreement, which both parties intend to pursue with involvement and approval of Council, Party A agrees to provide the necessary authorization, information, and access to the City to Party B for the purposes of allowing Flying Dutchmen Aeromodlers to lease Drenkel Field .

The scope of the agreement includes Party A and Party A's departments including the Department of Public Works, as well as Party B and Party B's Reading Roots Urban Farm project.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Party A

- Cut the grass
- Maintain blacktop on circles & parking lot
- Provide four picnic tables
- Service trash receptacles
- Maintain bleachers

Party B

- Continue to do the clean-up maintenance
- Keep the safety screen in good condition
- Repaint the gate and railing as needed
- Keep weeds under control at edges of circles, etc.
- Maintain fire lane access
- Provide security to field and fire lane by locking the gate
- Maintain presence and alert City of Reading Police to any suspicious activity

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Party B or Party A from participating in similar activities with other public or private agencies, organizations, and individuals.

2. COMMENCEMENT/EXPIRATION/TERMINATION. This MoU takes effect upon the signature of the Party B and Party A and shall remain in effect until a formal lease agreement takes effect. This MoU may be extended or amended upon written request of either the Party B or Party A and the subsequent written concurrence of the other. Either the Party B or Party A may terminate this MoU with a 60-day written notice to the other.

3. RESPONSIBILITIES OF PARTIES. Party B and Party A and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Party B Project Contact

Robert Fryer

President

Party A Project Contact

Thomas McMahon

Mayor

Phone: 610-929-1518

Phone: 610-655-6234

5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MoU shall obligate either the Party B or Party A to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Party B and Party A will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

6. AUTHORIZED REPRESENTATIVES. By signature below, Party A and Party B certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

Party A

Party B

X

X

DATE:

DATE:

AGREEMENT OF COOPERATION

THIS AGREEMENT, made this ____ day of _____, _____, by and between the CITY OF READING, PENNSYLVANIA, hereinafter called "City;" and the READING SCHOOL DISTRICT, PENNSYLVANIA, hereinafter called "School District;" WITNESSETH:

WHEREAS, the Intergovernmental Cooperation Act (53 Pa. C.S. Section 2301 et seq., herein called the "Act") permits municipalities (under the Act the term "municipality" includes school districts) to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including recreation and parks activities; and

WHEREAS, the City and the School District believe that the citizens of the City of Reading will benefit from a jointly supported recreation program, which program shall comply with all applicable laws; and

WHEREAS, the purpose of the Agreement is to provide a framework and mechanism to adequately and efficiently maintain community recreation services and facilities and to organize, manage and supervise recreation programs, with a primary focus and emphasis on recreation programs for youth, within the political boundaries of the City and the School District; and

WHEREAS, the City and the School District are legally authorized to enter into such an Agreement for the joint support of a recreation program.

NOW, THEREFORE, the City and the School District, intending to be legally bound hereby, for and in consideration of the mutual covenants herein contained, for themselves and each of their successors and assigns, agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as if fully set forth.
2. Definitions. As used herein, the following terms shall have the following meanings:
 - (a) "Commission" shall mean the Reading Recreation Commission, to be established by Ordinance of the City and Resolution of the School District.
 - (b) "City" shall mean the City of Reading or any authority, commission, bureau, agency or subdivision thereof.

- (c) "School District" shall mean the Reading School District or any authority, commission, bureau, agency or subdivision thereof.
 - (d) "Property of the School District" or "Property of the City" shall mean the land, improvements, buildings, fixtures and equipment of the School District or the City.
3. Commission Authorization. The City and the School District hereby authorize the creation of the Reading Recreation Commission (herein called "Commission"), which shall direct, manage and administer a recreation program pursuant to this Agreement and all amendments thereto.
4. Commission Representation. The Commission shall consist of eleven (11) members, as follows:
- (a) The School Board shall appoint two (2) members of the Commission who shall be members of the School Board. Such persons shall serve as members of the Commission at the pleasure of the School Board for an indefinite term.
 - (b) The School Board, upon recommendation of the Superintendent of Schools, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time for cause or at any time upon recommendation of the Superintendent of Schools approved by the School Board.
 - (c) The Superintendent of Schools shall appoint one (1) member of the Commission who shall be a School District administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Superintendent of Schools for an indefinite term.
 - (d) The City Council shall appoint two (2) members of the Commission who shall be members of the City Council. Such persons shall serve as members of the Commission at the pleasure of the City Council for an indefinite term.
 - (e) The City Council, upon recommendation of the Mayor, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of

whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council.

- (f) The Mayor shall appoint one (1) member of the Commission who shall be a City administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Mayor for an indefinite term.
- (g) The City Council, upon recommendation of the Mayor, and the School Board, upon recommendation of the Superintendent of Schools, shall appoint one (1) additional member of the Commission, who shall be a resident of the City and who shall not be an employee of the City, School District or Commission and who shall not be an elected or appointed member of any other board, commission or agency, the members of which are elected or appointed by the City or School District. The appointment of such member shall alternate between the City Council and the School District. The initial appointment of such member shall be by the City Council, upon recommendation of the Mayor. Such member shall serve for a term of three (3) years, expiring on December 31, except that the initial term of such member shall expire on December 31, 2014. When the initial term of office expires, the appointment of such member shall be by the School Board. Such member may be reappointed as a member of the Commission by either the City Council or School Board. Such member may be removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council or by recommendation of the Superintendent of Schools approved by the School Board.
- (h) Vacancy. Any vacancy on the Commission (whether by reason of death, disqualification, resignation or removal of a member thereof) shall be filled by the School Board, Superintendent of Schools, Mayor or City Council as shall be applicable. Any vacancy in a term of office of a resident appointed by City Council upon recommendation of the Mayor or School Board upon recommendation of the Superintendent of Schools shall be filled for the unexpired term of office. If a Commission member who is required to maintain his or her residence in the City ceases to be such a resident, his or her membership shall terminate automatically, and his or her position on the Commission shall be declared vacant. When a Commission member who is required to be an elected member of the City Council or School Board or an administrative staff member of the City or School District is no

longer serving as such an elected official or employee, his or her membership on the Commission shall terminate automatically.

- (i) Attendance. The Commission may request the removal of any member by the City and the School District for a repeated lack of attendance at meetings. Any member missing three (3) consecutive meetings, unexcused, or attending less than 50% of regularly scheduled meetings during one calendar year is subject to the Commission's recommending that the member be removed for cause. The City and the School District have the absolute and final authority to either remove or not remove the member from the Commission.

5. Duties of Commission – Powers.

- (a) Purpose. The Commission shall organize, supervise, administer, maintain and operate a recreation program for the residents of the City of Reading with a primary focus and emphasis on offering affordable sports, recreation and learning opportunities for Reading youth. The program, functions and powers of the Commission shall be those as delegated to the Commission by the City Council and the School Board and as otherwise permitted by law.
- (b) Employment of Personnel. The Commission may, for the purposes of carrying out its purposes, employ and terminate such personnel as it shall deem proper. The compensation of such personnel shall be fixed by the Commission. All employees of the Commission shall be paid through the Commission. All existing City recreation division employees shall become Commission employees. The Commission shall employ an Executive Director ("Director"), who shall serve at the Commission's pleasure, subject to any contractual stipulations and who shall be responsible for the selection and hiring of all other personnel, including supervisors, instructors and leaders. All Commission employees shall be required to possess Act 151 and Act 34 clearances prior to their start of employment. The Director shall be required to attend and make reports at all regular and special meetings of the Commission and may participate in any discussion undertaken during such meetings, but shall have no voting rights with respect thereto and shall not be entitled to vote at any such meeting. Executive sessions of the Commission may be held without the attendance of the Director only to determine the performance evaluation, or compensation, of the Director, at the discretion of the Commission. The Director will be entitled to attend all other executive sessions of the Commission.
- (c) Conduct of Business. The Commission shall establish its own form of organization and appropriate rules and regulations for the conduct of its business, including

adopting its own by-laws. Said by-laws shall incorporate any and all provisions set forth in this Agreement with regard to the conduct of Commission business and shall be reviewed and commented upon by the governing bodies of the City and the School District. The Commission shall receive administrative support from the City and the School District for all matters with respect to its duties.

- (d) Officers. The Commission shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer from the membership of the Commission. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with an attestation by the Secretary, all legally binding documents on behalf of the Commission. The Vice Chairperson shall serve in the absence of the Chairperson. The Secretary or his/her designee shall record the Commission's actions and be custodian of the Commission's records. The Treasurer or his/her designee shall receive and expend all Commission funds and shall keep an accounting of all of the Commission's finances including, but not limited to, employee payroll. The Treasurer shall also present monthly reports regarding the finances of the Commission to the Commission members. The Commission shall organize annually at the first meeting of each year, which shall be held in January. All officers shall be elected at the Commission's January organizational meeting and serve a one (1) year term of office, expiring December 31. If an officer ceases to be a member of the Commission, a successor shall be elected.
- (e) Commission Meetings. The Commission shall have regularly scheduled monthly meetings. The Chairperson of the Commission may, when he or she deems it necessary or desirable, and shall, upon the request of four members of the Commission and/or the Director, call a special meeting of the Commission for the purpose of transacting any business designated in the call of the meeting. The call for any regular and special meeting shall be in accordance with the Pennsylvania Sunshine Act.
- (f) Quorum. When a majority of Commission members [six (6) or more members] are present at a Commission meeting, a quorum will be met, and official actions may be taken.
- (g) Voting. Each member of the Commission shall have one (1) vote.
- (h) Establishment of Advisory Committees. The Commission may establish advisory committees as deemed necessary or desirable for the operation of the Commission. The number of advisory committees and members assigned to the committees shall be established by the entire Commission.

- (i) Annual Report/Audit. The Commission shall submit an annual report and financial audit of its activities to the City and the School District on or before April 1 of each year.

6. Finances.

- (a) Fiscal Year – Budget. The Commission shall prepare an annual accounting to include all of its financial operations and activities on a calendar year basis beginning on January 1 of each year. On or before October 1 of each year, the Commission shall prepare a budget, which budget shall include in detail the costs and expenses expected to be incurred by the Commission in the performance of its duties for the succeeding calendar year. Such budget shall also include the amounts of income or funds which the Commission expects to receive from sources other than the City and the School District. Any remaining income or funds which the Commission budgets as necessary for the performance of its duties shall be budgeted as cash contributions to be received from the City and the School District in accordance with paragraph 8 hereof. Such budget shall not include any expenditure for any item agreed to be an in kind contribution pursuant to paragraph 7 hereof. The budget shall be available for review at any time by the City and the School District. Any excess funds remaining after the conclusion of a calendar year shall be applied to the fund balance of the Commission or used for such other purposes as the Commission may determine and approve at a regular or special meeting.
- (b) Approval of Contribution Amount. The contribution amount shall be submitted to the City administration and the City Council for approval and to the School District administration and the School Board for approval on or before October 1 of each year. Upon approval of the contribution amount by the City Council and the School Board, the City Council and the School Board shall cause the City and the School District to contribute to the Commission their respective cash contributions as shown in the budget and as computed in accordance with paragraph 8 hereof. No increase in the amount of the current cash contribution shall be effective if disapproved by the governing body of the City or School District prior to the end of October of each year. Such disapproval shall be immediately communicated orally or in writing to the other participant and to the Commission. Contributions by the City and the School District shall not exceed an increase of more than five (5%) percent of the previous year's contribution without unanimous approval of the City Council and the School Board. If the contribution amount has not been so approved by January 1 of the next calendar new fiscal year, the prior year's contribution shall remain operative until such approval has been given to the Commission.

7. In Kind Contributions.

- (a) Property. The City and the School District agree to make available without charge for use by the Commission the real property, herein called "Property," of the City and the School District when the use of the Property by the Commission will not interfere with or conflict with the usage thereof by the City or the School District or by third parties which have been granted permission to use the Property by the City or the School District, or be contrary to any legal restrictions or obligations relating to the use of the Property. The City and the School District shall have full control over whether or not to grant permission to the Commission for use of any Property.
 - (1) The in kind contribution shall include in accordance with the terms of this Agreement:
 - (A) The use of the Property of the City, including the office location for the Commission at the 3rd and Spruce Street Recreation Center;
 - (B) The use of the Property of the School District;
 - (C) The contribution of the costs and expenses related to or associated with the Property, including building and grounds maintenance, repair, insurance, air conditioning, police and fire protection, water, sewer, utilities and all other items of cost and expense.
 - (2) The in kind contribution shall not include the costs and expenses for janitorial services, clean-up or special property protection with respect to a specific event of the Commission which are incurred only because of the Commission's use of the Property. These costs and expenses of the City or the School District shall be included in the Commission's budget and reimbursed by the Commission.
- (b) Maintenance of Property. The City and the School District agree to be responsible for and maintain all Property that they own and that are used by the Commission in a safe and reasonable condition.
- (c) Capital Improvements. The City and the School District agree to be responsible for capital improvements to facilities and Property that they own and further agree that the Commission shall not be responsible for making any such capital improvements.
- (d) Existing Agreements. This Agreement and the duties of the Commission hereunder shall not interfere with any existing lease agreements or licenses among the City or the School District or by and between the City and the School District and any third party. Any such agreements or licenses shall remain in full force and

effect, and the powers and duties of the Commission are subject to any such agreements or licenses.

- (e) Rules and Regulations. The School District and the City may adopt and enforce reasonable rules and regulations relating to the Commission's use of their respective Property; provided that such rules and regulations shall not require the Commission's expenditure of funds for services or items agreed to be contributed in kind.
- (f) Solicitor Services. The City and the School District agree to provide solicitor services to the Commission as an in kind contribution as needed.

8. Cash Contributions.

- (a) First Year Operating Budget. In addition to the in kind contributions as set forth in paragraph 7 hereof, the City and the School District agree to contribute to the Commission in accordance with its budget, the amounts of cash as are necessary to fund the first year operation of the Commission.
 - (1) The City shall contribute \$650,000.
 - (2) The School District shall contribute an amount determined by the following formula: $\text{Annual Contribution} = \$8.50 \times \text{ADM}$. ADM is the average daily membership of pupils for the preceding fiscal year as reported by the School District to the Pennsylvania Department of Education.
 - (3) In each year thereafter, the City and the School District contribution amount shall be determined in accordance with paragraph 6 hereof.
- (b) Cash Contribution Payments. The City and the School District shall make payments to the Commission in four (4) equal installments at the beginning of each quarter (January, April, July and October).

9. Insurance.

- (a) Liability Insurance. The City and the School District shall obtain and maintain liability insurance which names the Commission, its directors, officers, employees and agents as named insured with respect to the Commission's duties and activities with limits not less than \$1,000,000 per occurrence for injury or damage to persons or property.
- (b) Casualty Loss Insurance. The City and the School District shall each maintain with respect to their respective property, such casualty loss insurance as they shall deem

appropriate. All such insurance shall contain waiver of subrogation rights against the City, School District or Commission as applicable.

- (c) Directors and Officers Insurance. The Commission shall obtain and maintain public officials “directors and officers” insurance coverage for its members.

10. Effective Date, Term – Termination.

- (a) Effective Date and Term. This Agreement shall be effective July 1, 2011 and shall be for a term of five (5) calendar years ending December 31, 2016. The City and the School District may not withdraw from this Agreement during the five (5)-year term of the Agreement. This Agreement shall continue in full force and effect and shall be automatically self-renewed year-to-year thereafter except as otherwise provided in this Agreement.
- (b) Withdrawal. After the initial five (5)-year term, the City and the School District may withdraw from the terms of this Agreement at the end of any calendar year by giving written notice of such withdrawal to the other participant and the Commission one (1) year before the proposed withdrawal date. Any funds contributed by a withdrawing participant shall be retained by the Commission. Withdrawal from this Agreement must be approved by a majority of the voting members of the governing body of the participant which desires to withdraw, voted at a public meeting in accordance with the requirements of the Pennsylvania Sunshine Act and any other applicable laws.
- (c) Expansion. Additional partners may become a participant in this Agreement at the beginning of any calendar year with a majority approval of the City and the School District and upon written agreement of the additional participant to be bound by the terms and conditions of the Agreement. The additional participant will be expected to contribute to the funding of the Commission in accordance with a formula to be determined by the City and the School District.
- (d) Dissolution. In case of dissolution of the Commission by mutual consent of the City and the School District hereto, the equipment, materials, supplies, and capital assets of the Commission that remain shall be distributed to the City and the School District in proportion to the cumulative contributions of the City and the School District from the date of this Agreement to the time of dissolution.

11. Amendment. This Agreement shall not be amended or altered except in writing duly approved by and signed on behalf of the City and the School District.

12. Entire Agreement. This Agreement constitutes the entire contract by the City and the School District, and there are no other understandings, oral or written, relating to the subject matter hereof.

13. Governing Law. This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. This Agreement is adopted pursuant to the Act, and the City and the School District shall take all necessary steps under the Act to comply with the same.

14. Further Action. The City and the School District agree to take all action necessary to carry forth the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CITY OF READING

By: _____

Attest: _____
(CITY SEAL)

READING SCHOOL DISTRICT

By: _____

Attest: _____
(SCHOOL DISTRICT SEAL)